

IN THE DISTRICT COURT OF CLEVELAND COUNTY  
STATE OF OKLAHOMA

STATE OF OKLAHOMA }  
CLEVELAND COUNTY } S.S.  
FILED

AUG 29 2013

RICHARD MACOMB,

Plaintiff,

v.

STATE FARM FIRE AND CASUALTY,  
CO.

Defendant.

In The Office of the  
Court Clerk RHONDA HALL

Case No. CJ-2013-1100-C

PETITION

Plaintiff states:

1. As of August 25, 2009, Defendant State Farm Fire and Casualty had in effect and force a homeowners' insurance policy covering the dwelling and contents of Plaintiff Richard MaComb's home in Cleveland County, Oklahoma. On or about that date, the real and personal property covered by the Homeowners policy was the subject of a break-in and theft.
2. Defendant breached and continues to remain in breach of contract in that it has only paid part of the loss covered by the insurance contract, and remains indebted to the plaintiff for personal property stolen and/or damaged; and for replacement costs of personal property which was covered by the policy and has been replaced. Mr. MaComb has performed all conditions precedent to payment under the contract.
3. Defendant State Farm has violated its duty of good faith and fair dealing to its insured Richard MaComb in one or more of the following respects:
  - a. Delay in investigating and paying the claim;
  - b. Denying the claim on the basis the theft was committed by a family member residing in the household, at a time when Defendant had no evidence or

EXHIBIT

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insufficient evidence to support the basis for denial (denial occurred by letter of September 7, 2011);

c. Canceling Plaintiff's insurance policy during the interim of the claim on the basis of excessive claims including the subject claim, even though Defendant's claims adjuster stated to Mr. MaComb that State Farm had "never considered this to be a claim";

d. Delay of over two years from inception of claim before denying the claim; and

e. Other errors, omissions, and and/acts of the Defendant.

4. Defendant State Farm is indebted to Mr. MaComb in excess of \$10,000.00 for loss and/or damage to personal property, to the extent not paid according to the terms of the policy.

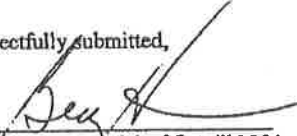
5. As a result of State Farm's cancellation of the policy on grounds of excessive claims, Mr. MaComb incurred in excess of \$10,000.00 in premiums with a different insurance company which he would not have incurred but for the wrongful cancellation.

6. Defendant State Farm's acts as set forth above have caused annoyance, frustration, and distress to Mr. Macomb.

7. State Farm's actions herein were willful and intentional, entitling Mr. MaComb to an award of exemplary damages.

WHEREFORE, Plaintiff requests judgment against the Defendant in an amount greater than \$10,000, plus costs, interest, and attorney's fees associated with this claim and action.

Respectfully submitted,



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**ATTORNEYS' LIEN CLAIMED**